

AGREEMENT FOR ECONOMIC AND TECHNICAL COOPERATION**BETWEEN****THE GOVERNMENT OF THE UNITED STATES OF AMERICA****AND****THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE****CONGO**

THIS AGREEMENT FOR ECONOMIC AND TECHNICAL COOPERATION ("Agreement") is between the Government of the United States of America ("Government of the United States") and the Government of the Democratic Republic of the Congo ("Government of the Democratic Republic of the Congo") (collectively, the "Parties" or individually, a "Party").

NOW, THEREFORE, in consideration of the rights and responsibilities set forth in this Agreement, the Parties agree as follows:

Article I**SCOPE OF AGREEMENT**

This Agreement covers economic, technical, humanitarian and related assistance that may be furnished by the Government of the United States in the Democratic Republic of the Congo. The furnishing of such assistance shall be subject to applicable United States laws and regulations. Such assistance may be made available in accordance with arrangements agreed upon by representatives of the appropriate agency or agencies of the Government of the Democratic Republic of the Congo and representatives of the agency or agencies designated by the Government of the United States. Assistance may also be made available through other arrangements involving United States Government agencies, non-governmental organizations, individuals, private firms, public international organizations or other entities.

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Article II

RESPONSIBILITIES OF THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO

The Government of the Democratic Republic of the Congo shall:

1. Make the full contribution permitted by its personnel, resources, facilities, and general economic conditions in furtherance of the purposes for which assistance is made under this Agreement;
2. Take appropriate steps to ensure the effective use of such assistance;
3. Cooperate with the Government of the United States to ensure that procurement will be at reasonable prices and on reasonable terms;
4. Permit, without restriction, continuous observation and review by the United States' representatives of programs and operations covered by this Agreement and records pertaining thereto, including the right during the period of any program or transaction and for three years thereafter to:
 - a. examine property procured through financing by the Government of the United States for purposes of this Agreement, and;
 - b. inspect and audit any records and accounts with respect to funds provided, and with respect to any properties or contract services procured through financing by the Government of the United States for purposes of this Agreement; and
5. Bear a fair share of the costs of cooperative technical assistance programs under this Agreement and, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in the Democratic Republic of the Congo and also cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

Article III

SPECIAL ACCOUNT

1. In any case where commodities or services are furnished on a grant basis under arrangements which result in the accrual of local currency proceeds to the Government of the Democratic Republic of the Congo from the import or sale of such commodities or services, the Government of the Democratic Republic of the Congo, except as may otherwise be mutually agreed upon by the representatives referred to in Article I hereof, will establish, in its own name, a special interest bearing account in a commercial bank in the Democratic Republic of the Congo, and deposit promptly in such special account the amount of local currency equivalent to such proceeds.
2. Upon notification from time to time by the Government of the United States of its local currency requirements, the Government of the Democratic Republic of the Congo will make available to the Government of the United States, in the manner requested by that Government, out of any balance in the special account, such sums as are stated in such notifications to be necessary for such requirements.
3. The Government of the Democratic Republic of the Congo may draw upon any remaining balances in the special account for such purposes beneficial to the Democratic Republic of the Congo as may be agreed upon from time to time by the representatives referred to in Article I of this Agreement.
4. Upon termination of assistance to the Government of the Democratic Republic of the Congo under this Agreement, any unencumbered balances of funds which remain in the special account shall be disposed of for such purposes as may be agreed upon by the aforesaid representatives of the Parties.

Article IV

THE PREMISES, PROPERTY AND ARCHIVES

The Government of the United States may implement and discharge its responsibilities under this agreement in offices located on the U.S. Embassy compound or in a separate location. In either case, the premises, property and

archives used by the Government of the United States to implement and discharge such responsibilities are part of the diplomatic mission of the United States in the Democratic Republic of Congo.

Article V

PRIVILEGES AND IMMUNITIES

Employees of the United States Government (and family members forming part of their households) present in the Democratic Republic of the Congo to perform work in connection with this Agreement will be notified as members of the diplomatic mission of the United States in the Democratic Republic of Congo.

Article VI

EXEMPTIONS

In order to ensure the maximum benefits to the people of the Democratic Republic of the Congo from the assistance to be furnished hereunder, whether initiated before or after the effective date of this Agreement:

1. Any goods, supplies, materials, equipment, property, services or funds introduced into, acquired, or used in the Democratic Republic of the Congo by the Government of the United States, or by any person or entity (including but not limited to contractors and grantees) financed by the Government of the United States, as part of, or in conjunction with, the assistance provided hereunder, are exempt from any and all taxes, including value-added taxes or other similar charges. Such goods, supplies, materials, equipment, property, services or funds are also exempt from any and all tariffs, customs duties, investment or deposit requirements or similar charges, and from currency controls. Such goods, supplies, materials, equipment, property, services or funds may be exported from the Democratic Republic of the Congo or sold or transferred to another person or entity in the Democratic Republic of the Congo that is exempt from taxation and shall be exempt from any and all taxes, including value-added taxes or other similar charges, tariffs and customs duties on such export, sale or transfer. No tax (whether in the nature of an income, profits, business, rent, value-added, gross receipts, sales or other tax, duty, or fee of any nature, except fees which are commensurate with specific services rendered) shall be imposed in connection with work performed under this

Agreement upon any person or entity (including but not limited to contractors and grantees) financed by the Government of the United States under the assistance furnished hereunder, except for income or profit taxes imposed on citizens or permanent residents of the Democratic Republic of the Congo or entities organized under the laws of the Democratic Republic of the Congo.

2. In addition to personnel covered by Article V(1) above, all other personnel (and family members forming part of their households), except citizens and permanent residents of the Democratic Republic of the Congo, who the Government of the United States, or any agency thereof, employs (whether by direct hire, contract or other arrangement) or finances (whether by contract, grant or otherwise with any person or entity) and who are present in the Democratic Republic of the Congo to perform work in connection with this Agreement, are exempt from:

- a. income and social security taxes levied under the laws of the Democratic Republic of the Congo with respect to income derived from activities under this agreement;
- b. taxes (including but not limited to, sales or value-added taxes) on any of the following: (i) services or funds intended for their own use, (ii) residential leases, and (iii) the acquisition, ownership, or use of personal movable property (including vehicles) and the sale or transfer of such property to another person or entity exempt from taxation either under this Agreement or the laws of the Democratic Republic of the Congo.
- c. customs, import, and export duties on all personal effects (including vehicles), goods, equipment, supplies, services, or funds imported into the Democratic Republic of the Congo for their own use, and from all other duties and fees of whatever nature, except fees which are commensurate with specific services rendered.

3. The Government of the Democratic Republic of the Congo will issue expeditiously and on a cost free basis any import licenses required for goods, supplies, materials, equipment, property, services or funds imported under this Agreement, and will assist, where appropriate, in expediting their movement through port and transportation facilities and their clearance through customs.

4. The Government of the Democratic Republic of the Congo will issue expeditiously and on a cost free basis any other documentation necessary to facilitate the implementation of programs, projects or activities funded under

any assistance being provided in connection with this Agreement, including, but not limited to, visas required for individual employees and their families, work permits, and the registration, under the laws of the Democratic Republic of the Congo, of non-governmental organizations.

5. The provisions of this Article VI will apply also to assistance, funded by the Government of the United States, occurring in or transiting through the Democratic Republic of the Congo, intended to assist regional organizations or activities in the region.

Article VII

INFORMATION AND PUBLICITY

1. The Government of the Democratic Republic of the Congo will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information it may need to determine the nature and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated.
2. The Government of the Democratic Republic of the Congo will give to the people of the Democratic Republic of the Congo full publicity concerning assistance programs under this Agreement.

Article VIII

FUNDS

1. Funds introduced into the Democratic Republic of the Congo for purposes of furnishing assistance hereunder shall be convertible into the currency of the Democratic Republic of the Congo at the highest rate of exchange not unlawful for any purpose at the time of conversion.
2. The Government of the Democratic Republic of the Congo will establish a procedure whereby funds allocated to or derived from any assistance hereunder shall not be subject to any form of legal process, including, but not limited to, attachment or seizure by any person or juridical entity in the Democratic Republic of the Congo, in the event that the Government of the Democratic Republic of the Congo is advised by the Government of the United States that such legal process would interfere with the attainment of the objectives of such

Article IX

SUSPENSION AND TERMINATION

1. In addition to the provisions of any arrangements agreed upon pursuant to Article I, all or any part of any assistance provided hereunder may be suspended or terminated by either Party, upon written notice to the other Party. Termination of such assistance under this provision may include the termination of deliveries of any commodities not yet delivered.
2. This Agreement may be terminated 30 days after the receipt by either Party of a written termination notice from the other Party. Notwithstanding such termination, the provisions hereof shall remain in full force and effect with respect to assistance provided before the termination.

Article X

ENTRY INTO FORCE

This Agreement shall enter into force upon signature by authorized representatives of both Parties and shall remain in force until terminated by either Party in accordance with Article IX, paragraph 2.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed this Agreement at Kinshasa in duplicate in the English and French languages, the two texts being equally valid, on the eleventh day of September 2008.

For the Government of the
Democratic Republic
of the Congo



By: Antipas Mbusa Nyamwisi
Minister of Foreign Affairs and
International Cooperation

For the Government of the
United States of America



By: William J. Garvelink
Ambassador of the United
States of America